"Can the Ethiopian Change His Skin or the Leopard His Spots?"—By Nell Brinkley

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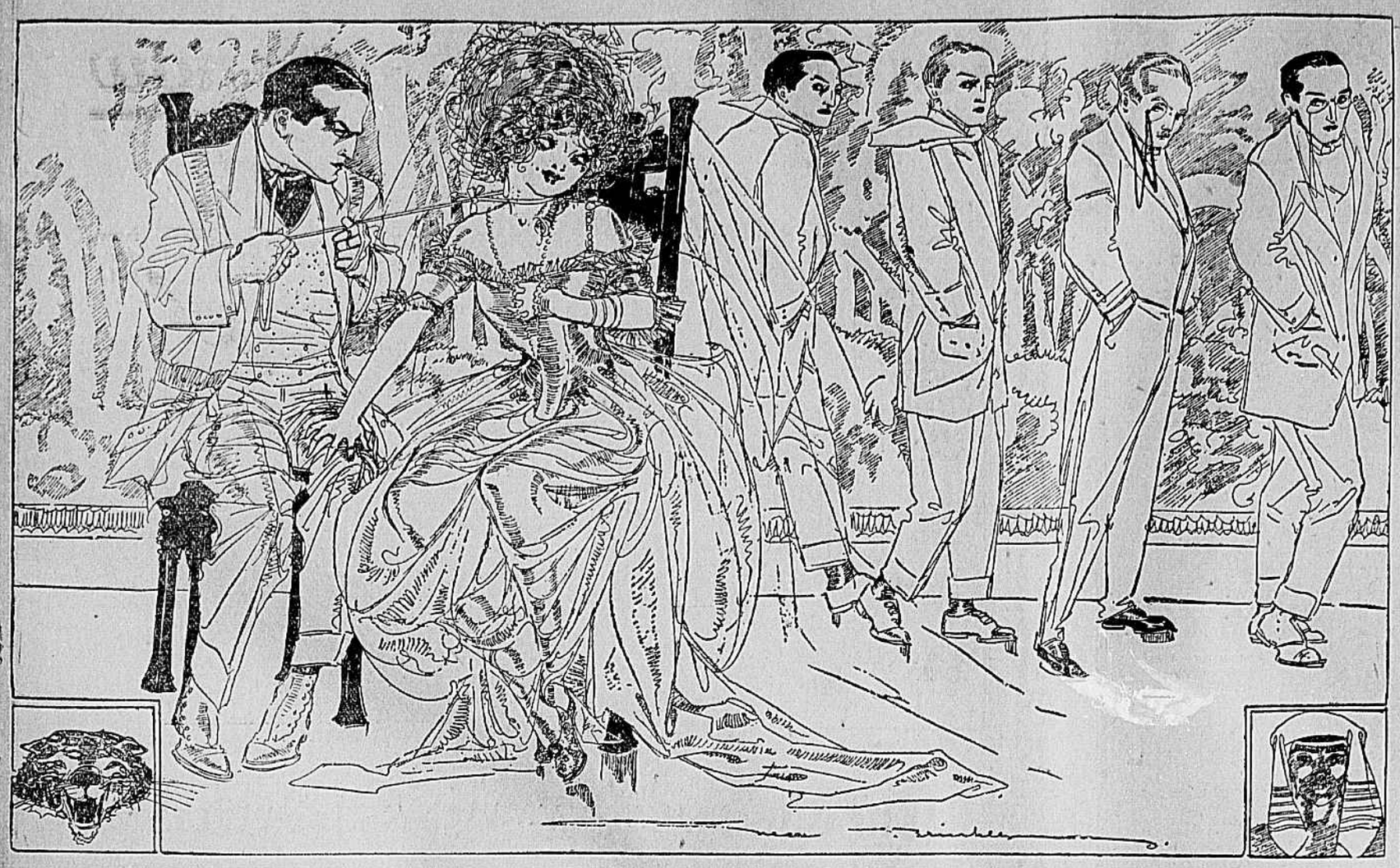

Her bridal veil scarce taken from her head, she turns her eyes on other men—her eyes that cry, "Down on your knees!" to every masculine man.

SAY you are a man, a big, healthy, clever man, and you trip over and tangle yourself up in one of the dark, golden hairs of a coquette, that Love has stretched over your merry pathway. One of those little girls with a "way wid 'er."

She locks her fingers over the back of a chair and puts her chin on their smoothness, and listens to you talk about yourself in that luring pose.

This same "way wid 'er" was why you tripped up and fell, and others, heaps of other clever men before you, have tripped up and fell, too, over one of her dark golden hairs because of that way.

The eyes she makes—modest they are, but jolly and flattering and dreamy—turn about. She makes sweet eyes at the enthusiastic kid of ten, with his measuring of the year into seasons of kites and marbles and baseball, and in his little heart he's a flower of chivalry, as brave for her sake and as loyal as the armored knight of Camelot.

She has small lovers all over the town. When she was an atom in white socks and a blue sash and her hair in rings, she had lovers from five up.

Little five she bossed and held sway over; twelve she adored and tagged and was adored and bossed by; him of sixteen she chummed with and wheedled and enchanted, and forty she bossed again, while she jogged on his knee and deigned to be kissed.

And four and twelve and sixteen and forty still play the jester to her queen.

Her eyes say things. You don't know what they are—you cannot guess; she doesn't know what they are, but they sing of mysteries and faery things, and you must chase your chimera, for why were you made a man if not to seek flying, calling things?

Her eyes are what the wind from the mountains and forest is to the mountain-bred—it calls, and you must answer. Her eyes call, and you follow—even to faery land.

The true coquette has a wonder world of mind and mystery in her head behind those sweet eyes of hers.

And now you've won; my Lady Coquette has put her little locked fingers into yours and promised to turn down her eyes when any man skips through her life but you. But "can the Ethiopian change his skin or the leopard his spots?" I wonder.

For eyes that have once the call in them, the queen-look, that wonder world behind them, the droop that was born in their lids, can they drown the voice in them that cried "Down on your knees!" to every masculine man?

Can a coquette blind her eyes and turn Quakeress?

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We bought these Waists at an underprice, and have marked them at prices you simply can't resist. The materials are fine linens and imported madras, in the neatest plain stripes, and also in a great variety of stripes and figure combinations. Some plain tailored and others beautifully plaited and tucked back and front. THREE LOTS:

The $1.50 Waists; special at..... 98c
The $2.00 Waists; special at..... $1.19
The $2.50 Waists; special at..... $1.48

40 FINE TAFFETA WAISTS.

These Waists are in black only, and are made of a fine, soft quality black taffeta, and in elaborately tucked style, trimmed with buttons; $5.00 Waists; special, $2.39.

69 FINE WAISTS.

Made of fine nets and Swiss messalines, all beautifully trimmed with lace and medallions. Any size, if you come early; $5.00 Waists; special, $2.98.

$5.00 TAFFETA SILK PETTICOATS, $2.98.

These Petticoats are made of a very fine, heavy, natural finish taffeta, made with deep shirred flounce and heavy dust ruffle. They have LOOKS, SWISH AND WEAR. Worth $5.00; special, $2.98.

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Wouldn't you like to have an EXTRA SUIT? Probably you didn't think of buying another, but if you take a look at these THREE SPECIALS you'll change your mind.

68 FINE SUITS.

This season's best, in fine diagonals, worsteds, serges, broadcloths and fancy mixtures. Coats are 45 inches long, satin lined. Skirts are the newest and most up-to-date plaited models; $35.00 to $40.00 Suits, $18.98.

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This season's styles and a few of last season's best styles, in very best materials. Coats 36 to 45 inches long and all silk lined. Skirts are best plaited models; $20.00 and $25.00 Suits, only $5.98.

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CITY'S RIGHT TO IMPOSE LICENSE TAX UPHELD BY SUPREME COURT

Decision of Judge Witt Sustained in Case of Private Banker Bradley.

MANY OPINIONS ANNOUNCED

State Recovers Taxes on Property of Trigg Shipbuilding Company.

Sixteen decisions of Circuit and Corporation Courts of Virginia were affirmed by the Virginia Supreme Court of Appeals yesterday, with the sanction of the entire court. Two others were affirmed on which the court was divided, and on which only the decisions were announced, the written opinions of the court and of dissenting members to be handed down later. Six cases were reversed.

The contention of the city of Richmond in regard to taxes on the Trigg shipbuilding plant is sustained in two instances, and there are a number of opinions affecting civil suits from the Richmond city courts.

Instructions Confusing.

In the case of the Atlantic Coast Line Railway Company against Caple's administrator, the Corporation Court of the city of Manchester is reversed, in an opinion written by Judge Harrison. Norman Caple died in October, 1906, from injuries received a few days before his death as one of a switching crew in the Manchester yards. On no ground of negligence on the part of the company, a verdict and judgment was given for the plaintiff.

The record of the case shows that Caple lost his life making a "flying switch," and while uncoupling cars on an engine. The lower court instructed the jury that if it believed from the evidence that Caple was injured "as a mere accident, not caused in any manner by defendant company's want of negligence, it must find for the defendant company, and this although the jury may believe that he was also free from fault." The opinion says that the instruction is calculated to confuse and mislead the jury, if not to defeat the purpose of instruction, and that any instructions to the jury based on a partial view of the evidence are erroneous. The judgment is reversed, the verdict set aside and the case remanded for a new trial.

License Tax Sustained.

In the case of Bradley & Company against the city of Richmond, the proceedings Court of the city of Richmond is affirmed in an opinion written by Judge Harrison. F. S. Bradley, trading business as Bradley & Company, complained of a judgment in the Hustings Court affirming a judgment of the Police Court of this city, imposing a fine of $25 and costs for conducting a business as private banker without having paid the city license of $800 assessed. Bradley contended in his appeal that the city of Richmond did not designate the daily newspaper in which the ordinance was to be printed five times, according to law, and that the assessment of the tax is for that reason invalid. The record shows that the ordinance was duly published, and that while the ordinance did not specify the newspaper, yet the complainant had notice of it and appeared by counsel before the Finance Committee and asked an abatement of a portion of the tax. The city is held to be well within its rights in imposing such a license, the question being one of power not of policy, and the lower court is therefore affirmed.

Gave No Written Notice.

The Circuit Court of the city of Richmond is affirmed in the case of the Virginia Carolina Chemical Company against the Southern Express Company. The Chemical Company sued for the loss of a package containing notes given by farmers for fertilizer. The package was delivered to the express company at Cunningham, N. C., to be delivered in Richmond. The express receipt stated that the company should not be held liable for damage unless the claim is made in thirty days in writing. The shipment was on July 8, 1903, and the express company was notified of the loss that month, yet it is conceded that the notice was not in writing. The opinion concludes: "Such requirements are not to be construed as contracts against negligence, but are upheld as reasonable and binding provisions, which must be complied with according to their tenor."

No Fraud Is Shown.

In the case of Heckscher et als. against Blanton et als., and same against J. Thompson Brown & Company, the Law and Equity Court of the city of Richmond is reversed in an opinion rendered by Judge Cardwell, the two cases having been heard together.

"The issue is whether or not the complainants have the right to compel J. W. Blanton and J. Thompson Brown and Company to account to them for a certain commission of $10,000, received by Brown & Company and afterwards divided with Blanton, for procuring a purchaser and consummating a sale of certain pyrites property in Louisa county. The mines were owned by the complainants and by Blanton as a syndicate, Heckscher owning four-fifths.

The court holds that the record does not show fraud, deceit or concealment. The court, however, is of the opinion that the cross error assigned by Blanton to the decree appealed from is well taken; that the decree should be reversed and annuelled, and that the Supreme Court will enter the decree which the lower court should have entered, dismissing the original and amended bills, both as to Blanton and Brown & Company.

Taxes on Trigg Property.

Two cases involving city taxes are affirmed, both in the style of Lilburn T. Myers, receiver of the William R. Trigg Company, against the Commonwealth, from the Hustings Court of the city of Richmond, the opinions being written by Judge Whittle.

The first opinion is on a writ of error to a final order of the Hustings Court denying an application of the plaintiff to exonerate a fund on deposit to the credit of the Chancery Court in the suit of S. H. Hawes & Company against the William R. Trigg Company, from an alleged erroneous assessment of taxes for 1904. There had then been no report of debts, and the sole question for determination, according to the opinion, is whether money arising from a sale of the debtor's personal property at the suit of creditors is amenable to taxes before a report of debts has been made. The court holds that the power of taxation is vested solely in the legislative department, and where that power exists the courts cannot interfere on mere questions of expediency. In the second case it is held that the city of Richmond has plenary power under the general laws and its charter to make levies on all property assessed with State taxes against persons residing therein. The validity of the tax so far as the State is concerned is sustained.

No Negligence Shown.

The Law and Equity Court of the city of Richmond is reversed in the case of the Chesapeake and Ohio Railway Company against Ghee's administratrix. The widow of George Ghee recovered a judgment in the lower court for $2,000 damages for the death of her husband, caused by alleged negligence of the defendant company. Ghee was on March 30, 1907, an employe of the railroad, working with other laborers putting down a double track in the Alleghany Tunnel. A freight train had just passed through with two engines, filling the tunnel with smoke. The laborers were directed to stop for dinner. Ghee did not go out of the tunnel, but asked a fellow-workman to bring his dinner to him. A work train with shifting flat cars passed along the new track, and later Ghee's body was found dead beside the track. The instructions of the lower court as to the negligence of the railway company is held to be manifestly wrong, and the judgment is reversed and the case remanded for a new trial.

Must Pay Agent's Commission.

The Henrico Circuit Court is affirmed in the case of George Arents against Casselman & Co., in an opinion written by Judge Harrison. The action was brought by Casselman to recover commission alleged to be due on a sale of the Bloomingdale stock farm, in Henrico county. In the lower court he secured a verdict and judgment for $900. Thomas F. Jeffress, as agent for Arents, authorized Casselman in 1904 to sell Bloomingdale, 280 acres, more or less, for not less than $50,000. The order was verbally renewed from time to time. In 1907 Thomas F. Jeffress, as agent for Arents, sold Bloomingdale to W. R. Smith, executor, for $30,000. Casselman claimed commission at 3 per cent., and the evidence shows that Casselman had brought the purchaser here from West Virginia and had induced him to inspect the property. Furthermore, he had notified Jeffress that Smith was his customer. The court holds that the evidence is ample to support the verdict, which is affirmed.

Evidence Insufficient.

In the case of the Washington Luna Park Company against Goodrich, Presiding Justice Keith hands down an opinion affirming the Circuit Court of Alexandria county. The action was brought by James H. Goodrich to recover damages for an injury received June 27, 1906. The company operates an amusement park, with a "Roller Coaster," for transportation of passengers, for hire. One car collided with another, resulting in the loss of a leg to Goodrich. The jury in the lower court gave him $2,000. One of the charges was that the jury was guilty of misconduct and that the jurors bound themselves by an agreement, each man to write on a slip of paper the sum he would name. The grand total was to be taken and divided by twelve, the number of jurymen, and the average reached to be taken as the jury's verdict. The court declares: "Where this is done and the facts established it is agreed that it invalidates the verdict." But the evidence of the finding of a few scraps of paper on the floor of the jury-room, on which were some figures, is held to be insufficient to establish the fact, and the verdict is affirmed.

Suit Against Railroad.

That there is no rule of law which charged the railway engineer with the knowledge that a person near the railway track was about to change her position of safety for one of peril is held in the case of Maude L. Wright against the Atlantic Coast Line Railway Company, from the Circuit Court of Nansemond county. It is stated at the same time that it is well settled that it is not contributory negligence for one voluntarily to risk his life or his safety in attempting to rescue another from imminent danger, caused by the negligence of another.

This case is an interesting one. The plaintiff, Miss Wright, with her mother, were at Dean's Station to take a train. Dean's is a flag stop. A train approached, which Miss Wright thought was a passenger, and she waved it to stop. It turned out to be a fast freight, and the engineer did not stop. Miss Wright saw her mother approaching the track diagonally, with her back to the engine, and fearing that she would step in front of the train, got on the track herself in the hope that the train would be stopped. The older woman was struck and killed, and her lifeless body or a part of the engine struck Miss Wright, injuring her. She brought suit for damages. The judgment of the Circuit Court is affirmed in an opinion by Judge Harrison.

Timber Must Be Cut.

Judge Keith reverses in part the cases of Young and others against the Camp Manufacturing Company and Wright and others against the same, from the Circuit Court of Brunswick county. By a contract for the sale of timber the company was given five years within which to remove all the pine timber of not less than twelve inches in diameter across the stump, with further time if necessary. The timber was not removed, and it is presumed that smaller timber kept on growing, making money for the company. By yesterday's decision the Camp Company is given one year to do the work from the time the judgment is certified to the Circuit Court.

Fraud Not Proved.

Charges of a forged deed were made in the Circuit Court of Warwick county in the case of Johnson against Michaux. Johnson, with others, secured 100 acres of oyster ground in the James River, which was divided, he receiving fifty acres. He alleged in his declaration that there has been recorded a deed conveying his oyster land to Michaux. He denies that he ever signed or acknowledged or delivered any such deed, and asked for a mandamus to prevent Michaux from exercising the rights of ownership. The defendant sets forth the circumstances of the deal with great particularity, asserting that the deed was signed in an office in Newport News in the presence of witnesses. The lower court dismissed the bill of Johnson.

In his decision sustaining the Circuit Court, Judge Keith says that the burden was upon the appellant to satisfy the higher court that there was error to his prejudice, and this he has failed to do. "We are of the opinion," he says, "that the paper filed with the bill is not shown to have been procured by fraud."

Must Pay for Machinery.

R. B. Fentress, of Norfolk, bought some brick-making machinery from J. C. Steele & Sons. He claimed that it was for the Norfolk Brick Company, and, upon the failure of that concern, declined to pay for the machinery. The manufacturers claimed that they sold upon Fentress's financial standing. They got a decision in the lower court, and this was affirmed yesterday in an opinion by Judge Cardwell.

Quotation Is Turned.

Judge Whittle applies a quotation used by the petitioner against it in his decision of the case of the Equitable Life Assurance Society of the United States against Mollie B. Wilson and others, from the Corporation Court of the city of Newport News. In its assignment of error the company invokes the maxim that "He who seeks equity must do equity." "It would be, indeed," says Judge Whittle, "a strange perversion of a maxim, the fundamental purpose of which is to promote justice, so to apply it in this case as to deprive Mrs. Wilson of the benefits of a remedial statute, and enable the appellant, by enforcing a forfeiture, to escape liability upon a contract of the highest dignity." Mrs. Wilson was suing for the payment of a life insurance policy of her late husband, and her judgment in the lower court is affirmed.

Work on Water Mains.

The Corporation Court of the city of Roanoke, says Judge Harrison in voicing the decision of the court in the case of the Vinton-Roanoke Water Company against the city of Roanoke, erred in issuing a writ of mandamus to compel the company to furnish the necessary apparatus and connect the water mains with the fire hydrants in the city. The question of the construction of a contract was the issue in this case, which is reversed.

Partnership Matter.

Judge Whittle, in deciding Summerson, trustee, against Donovan, from the Circuit Court of the city of Clifton Forge, quotes Story on partnership, as follows: "If a partner has made advances to the firm, and others have received advances from it, these do not constitute debts, strictly speaking, until the concern is wound up, but are only items in the account between partners." The Supreme Court comments: "These principles are elementary and are abundantly sustained by authority." The lower court's decision is affirmed.

Right of Way Valuation.

The Norfolk and Western Railway Company appealed from a decision of the Circuit Court of the city of Norfolk in approving the report of commissioners who appraised the value of land in condemnation proceedings. The Corporation Commission had previously decided that the Virginian Railway, then the Tidewater, should be allowed to cross the "throat" of the railroad yards in Norfolk at grade. The objection to the report of the commissioners was that only four of the five had signed the report, one of them disagreeing.

The Supreme Court finds nothing in the action of the lower court, as set forth in the bill of exceptions, to justify a departure from the general rule governing the judgments of courts which confirm the reports of commissioners to ascertain damages.

Insurance Is Lost.

Another case of failure to comply with the iron safe clause in fire insurance policies is that of Houff & Holler against the German-American Fire Insurance Company, appealed from the Circuit Court of Augusta county. The books and accounts of the firm, which suffered a loss by fire, were not kept in compliance with the terms of the policy, and Judge Keith held that the judgment of the court below must be affirmed.

Tax Assessment Case.

Judge Keith delivered the opinion reversing the judgment of the Corporation Court of the city of Norfolk in the case of the Commonwealth against the Virginia Banking and Trust Company. The sole question at issue in this case was whether, in assessing the property of a bank for taxation, the assessed value, or the actual market value, of its real estate, should be deducted from the value of its capital stock, surplus and undivided profits. The Commonwealth here gains a point by the decision that the assessed value must be deducted.

Was Company's Own Fault.

A witness in the Circuit Court of Appomattox county testified that in his opinion the spark arresters used on the Norfolk and Western are superior to those used on the Southern. That he was permitted to so testify was made a ground for appeal. The Supreme Court calls attention to the fact that this man was a witness for the other side, and that his evidence was brought out on cross-examination, and says that the company cannot complain of evidence that it alone is responsible for. The case was that of the railroad company against Thomas, trustee, a suit for damages for the burning of a house, said to have resulted from a spark from a train. It is affirmed in an opinion by Judge Harrison.

Evidence Insufficient.

Judge Keith delivered the opinion in the case of Ewan, executor, against H. T. Louthan. Ewan, as executor for the estate of Mrs. Henrietta Van Name, charged that Louthan had in his possession two bonds of $500 each belonging to the estate, which Louthan denied. The court says that the evidence is too conflicting for the charge of fraud to be determined, and that the proof is not sufficiently definite to satisfy it that the ends of justice have been attained. The issue, it continues, should be tried in chancery. The case is therefore reversed, with instructions that this course be followed, the burden of proof to be upon Louthan to show that he holds the bonds by virtue of a completed gift, made to him in good faith.

Other Decisions.

Other cases decided were:

Standard Peanut Company against Wilson, from the Circuit Court of Nansemond county. Affirmed. Opinion by Judge Cardwell.

Daniel against Lipscomb, from the Circuit Court of Cumberland county. Affirmed. Opinion by Judge Whittle.

City of Danville against Thornton, from the Circuit Court of the city of Danville. Affirmed. Opinion by Judge Whittle.

Miller against Larkey's administrator and Miller's administrator against Larkey's administrator, from the Circuit Court of Rockbridge county. Affirmed by a divided court.

Columbian Paper Company against Jones's administrator, from the Corporation Court of the city of Buena Vista. Affirmed by a divided court.

Rehearings Denied.

Norfolk and Western Railway Company against Sollenberger's administrator. Rehearing refused. Opinion by Judge Keith.

Hurley against Charles. Rehearing refused.

Jackson against Jackson. Rehearing refused.

Hughes against Peebles. Rehearing refused.

Balz against Coiner. Rehearing refused.

Virginian Railway Company against Poindexter's administrator. Rehearing refused.

Hurricane Lumber Company against Lowe. Rehearing refused.

Pulaski Anthracite Coal Company against Giggoney Sandbar Company. Rehearing refused.

Deywalt against the Commonwealth. Rehearing refused.

Norfleet against Marye, Auditor. Rehearing refused.

Argued and Submitted.

Bank of Phoebus vs. Byrum; fully argued by C. Vernon Spratley for appellee, and submitted.

Lewelling's Admr. et als. vs. Lewelling; argued by John W. Friend for appellants, and L. C. Phillips for appellee, and submitted.

Petty, subtrustee, vs. Moore's Brook Sanatorium et als.; argued by J. T. Coleman for appellant, and F. C. Moon for appellees, and submitted.

Perkins vs. Herring et als.; submitted on briefs.

C. & O. Railway Co. vs. Wills; partly argued by George L. Browning for plaintiff in error, and continued until to-morrow morning.

Next cases to be called: National Cash Register Company vs. Norfolk City Realty Co., same vs. Burrow & Martin, Danville and Western Railway Co. vs. Lybrook et als., Jones vs. Town of Martinsville, White vs. Bonny, Southern Railway Co. vs. Bailey, Eubank vs. City of Richmond and Nottingham et al. vs. Ackiss, assignee, et al., being Nos. 40 to 46, inclusive, on argument docket, and No. 1 on Corporation Commission docket.

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